

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM320435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enovation Controls, LLC		06/30/2014	LIMITED LIABILITY COMPANY: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOKF, NA dba Bank of Oklahoma, as Admin. Agent		
<b>Street Address:</b>	Bank of Oklahoma Tower Eighth Floor		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74172		
<b>Entity Type:</b>	N.A.: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85957905	ENOVATION CONTROLS	
<b>Serial Number:</b>	85958137	ECONTROLS	
<b>Serial Number:</b>	86019832	E	
<b>Serial Number:</b>	85910680	EICS	
<b>Registration Number:</b>	4226647	ECONTROLS	
<b>Registration Number:</b>	1574562	FRANK W. MURPHY MFR.	
<b>Registration Number:</b>	3102093	MURPHY	
<b>Registration Number:</b>	3097690	MURPHY	
<b>Registration Number:</b>	3250904	HELMVIEW	
<b>Registration Number:</b>	4060108	M2 WIRELESS	
<b>Registration Number:</b>	3889648	MURPHYGAGE	
<b>Registration Number:</b>	3148507	MURPHYLINK	
<b>Registration Number:</b>	0852217	MURPHYMATIC	
<b>Registration Number:</b>	3049261	MURPHY POWER IGNITION	
<b>Registration Number:</b>	4256900	POWERSVISION CONFIGURATION STUDIO	
<b>Registration Number:</b>	1158949	SELECTRONIC	
<b>Registration Number:</b>	0787747	SELECTRONIC	
<b>Registration Number:</b>	0747377	SWICHGAGE	
<b>Registration Number:</b>	1308708	SWICHGAGE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1218925	TATTLETALE
Registration Number:	3331902	WELLPRO
Registration Number:	3835742	ZERO OFF
Registration Number:	3819165	ZERO OFF GPS SPEED CONTROL
Registration Number:	4489199	ECONTROLS
Registration Number:	4598412	POWERCORE

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** David S. Randolph

**Address Line 1:** 4000 One Williams Center

**Address Line 2:** Conner & Winters LLP

**Address Line 4:** Tulsa, OKLAHOMA 74172-0148

<b>NAME OF SUBMITTER:</b>	David S. Randolph
<b>SIGNATURE:</b>	/Michael Barys TR/
<b>DATE SIGNED:</b>	10/16/2014

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2014, is made by ENOVATION CONTROLS, LLC, an Oklahoma limited liability company (the "**Grantor**"), in favor of BOKF, NA dba BANK OF OKLAHOMA for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

### WITNESSETH:

WHEREAS, the Grantor, the Subsidiary Guarantors party thereto, the Lenders party thereto and BOKF, NA dba Bank of Oklahoma, as Administrative Agent, Swingline Lender and LC Issuer, have entered into a Credit Agreement, dated as of June 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of June 30, 2014, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks and all Trademark licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security

interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

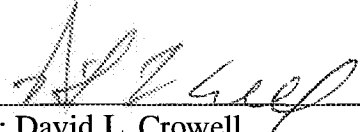
Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** In addition, the provisions of Sections 6.15, 6.17, 6.18, 6.19, 6.20 and 6.21 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENOVATION CONTROLS, LLC

By:   
Name: David L. Crowell  
Title: Vice President, Finance

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Registration Number</u>	<u>Registration Date</u>
4,226,647	Oct. 16, 2012
1,574,562	Jan. 2, 1990
3,102,093	June 6, 2006
3,097,690	May 30, 2006
3,250,904	June 12, 2007
4,060,108	Nov. 22, 2011
3,889,648	Dec. 14, 2010
3,148,507	Sept. 26, 2006
0,852,217	July 9, 1968
3,049,261	Jan. 24, 2006
4,256,900	Dec. 11, 2012
1,158,949	June 30, 1981
0/787,747	Apr. 6, 1965
0,747,377	Mar. 26, 1963
1,308,708	Dec. 11, 1984
1,218,925	Dec. 7, 1982
3,331,902	Nov. 6, 2007
3,835,742	Aug. 17, 2010
3,819,165	Jul. 13, 2010

4,489,199	Feb. 25, 2014
4,598,412	Sept. 2, 2014

2. TRADEMARK APPLICATIONS

<u>Application Number</u>	<u>Application Filing Date</u>
85/957,905	June 12, 2013
85/958,137	June 12, 2013
86/019,832	July 25, 2013
85/910,680	Apr. 22, 2013

3. TRADEMARK LICENSES

None.